

MICHAEL D. MURPHY (SBN 224678)  
mdmurphy@foxrothschild.com  
MATTHEW FOLLETT (SBN 325481)  
mfollett@foxrothschild.com  
JESSICA NWASIKE (SBN 343087)  
jnwasike@foxrothschild.com  
FOX ROTHSCHILD LLP  
Constellation Place  
10250 Constellation Boulevard, Suite 900  
Los Angeles, California 90067  
Telephone: 310.598.4150  
Facsimile: 310.556.9828

Attorneys for Plaintiff and Counterclaim  
Defendant SHAKEY'S PIZZA ASIA  
VENTURES, INC. and Third Party Defendants  
CINCO CORPORATION, PC  
INTERNATIONAL PTE LTD., and SPAVI  
INTERNATIONAL USA, INC.

**UNITED STATES DISTRICT COURT  
CENTRAL DISTRICT OF CALIFORNIA**

SHAKEY'S PIZZA ASIA VENTURES,  
INC, a Philippines corporation,

Plaintiff,

v.

PCJV USA, LLC, a Delaware limited  
liability company; PCI TRADING,  
LLC, a Delaware limited liability  
company; GUY KOREN, an individual;  
POTATO CORNER LA GROUP, LLC,  
a California limited liability company;  
NKM CAPITAL GROUP, LLC, a  
California limited liability company;  
J & K AMERICANA, LLC, a California  
limited liability company; J&K  
LAKEWOOD, LLC, a California  
limited liability company; J&K  
VALLEY FAIR, LLC, a California  
limited liability company; J & K  
ONTARIO, LLC, a California limited  
liability company; HLK MILPITAS,  
LLC, a California, limited liability  
company; GK CERRITOS, LLC, a  
California, limited liability company;  
J&K PC TRUCKS, LLC, a California

Case No. 2:24-CV-04546-SB(AGRx)

*The Hon. Stanley Blumenfeld, Jr.*

**[PROPOSED] PRETRIAL  
CONFERENCE ORDER**

Complaint Filed: May 31, 2024

Trial Date: August 18, 2025

limited liability company; and, GK CAPITAL GROUP, LLC, a California limited liability company and DOES 1 through 100, inclusive,

Defendants.

PCJV USA, LLC, a Delaware limited liability company; PCI TRADING LLC, a Delaware limited liability company; POTATO CORNER LA GROUP LLC, a California limited liability company; GK CAPITAL GROUP, LLC, a California limited liability company; NKM CAPITAL GROUP LLC, a California limited liability company; and GUY KOREN, an individual,

Counter-Claimants,

v.

SHAKEY'S PIZZA ASIA VENTURES, INC, a Philippines corporation,

Counter Defendant.

PCJV USA, LLC, a Delaware limited liability company; PCI TRADING LLC, a Delaware limited liability company; POTATO CORNER LA GROUP LLC, a California limited liability company; GK CAPITAL GROUP, LLC, a California limited liability company; NKM CAPITAL GROUP LLC, a California limited liability company; and GUY KOREN, an individual,

Third Party Plaintiffs,

v.

PC INTERNATIONAL PTE LTD., a Singapore business entity; SPAVI INTERNATIONAL USA, INC., a California corporation; CINCO CORPORATION, a Philippines corporation; and DOES 1 through 10, inclusive,

Third Party Defendants.

Following pretrial proceedings, pursuant to F.R.Civ.P. 16 and L.R. 16, IT IS ORDERED:

1. The parties are:

- Plaintiff and Counter Defendant, SHAKEY'S PIZZA ASIA VENTURES, INC, a Philippines corporation;
- Defendant, Counter Claimant, and Third Party Plaintiff, PCJV USA, LLC, a Delaware limited liability company;
- Defendant, Counter Claimant, and Third Party Plaintiff, GUY KOREN, an individual;
- Defendant, Counter Claimant, and Third Party Plaintiff, PCI TRADING, LLC, a Delaware limited liability company;
- Defendant, Counter Claimant, and Third Party Plaintiff, POTATO CORNER LA GROUP, LLC, a California limited liability company;
- Defendant, Counter Claimant, and Third Party Plaintiff, NKM CAPITAL GROUP, LLC, a California limited liability company;
- Defendant, J & K AMERICANA, LLC, a California limited liability company;
- Defendant, J&K LAKEWOOD, LLC, a California limited liability company;
- Defendant, J&K VALLEY FAIR, LLC, a California limited liability company;
- Defendant, J & K ONTARIO, LLC, a California limited liability company;
- Defendant, HLK MILPITAS, LLC, a California, limited liability company;
- Defendant, GK CERRITOS, LLC, a California, limited liability company;

- Defendant, J&K PC TRUCKS, LLC, a California limited liability company;
- Defendant, Counter Claimant, and Third Party Plaintiff, GK CAPITAL GROUP, LLC, California limited liability company;
- Third Party Defendant, PC INTERNATIONAL PTE LTD., a Singapore business entity;
- Third Party Defendant, SPAVI INTERNATIONAL USA, INC., a California corporation; and
- Third Party Defendant, CINCO CORPORATION, a Philippines corporation.

The pleadings that raise the issues are:

- Plaintiff's First Amended Complaint. Dkt. 65.
- Answer to Amended Complaint, Third Party Complaint. Dkt. 108.
- Plaintiff's Answer and Affirmative Defenses to Defendants' Counterclaim/Third Party Complaint. Dkt. 129
- Answer and Affirmative Defenses of Third Party Defendants to Defendants' Counterclaim/Third Party Complaint. Dkt. 156.

2. Federal jurisdiction and venue are invoked on the following grounds: This Court has subject matter jurisdiction in this matter pursuant to 28 U.S.C. Sections 1331 and 1338(a) (federal question; trademarks) as it arises under acts of Congress related to trademarks. The Court has ancillary jurisdiction over the California state law claims alleged herein pursuant to 28 U.S.C. Sections 1338(b) and 1367 because the facts giving rise to those claims arise from the same common nucleus of operative facts as the claims subject to subject matter jurisdiction. Venue is proper in this District pursuant to 28 U.S.C. Section 1391 because Defendants transact regular and established business within this District and because a substantial part of the events or omissions giving rise to the claims occurred in this District.

3. Plaintiff, Counter-Defendant and Third-Party Defendants (sometimes referred to herein as “Plaintiffs”) estimate trial to take 7 trial days; Defendants, Counterclaimants and Third-Party Plaintiffs (sometimes referred to herein as “Defendants”) estimate trial to take 15 days.

4. The trial is to be a jury trial. At least seven (7) days prior to the trial date the parties shall file and serve by e-mail, fax, or personal delivery: (a) proposed jury instructions as required by L.R. 51-1 and (b) any special questions requested to be asked on voir dire.

5. The following facts are admitted and require no proof: the Parties have not stipulated to any facts.

**7. Claims and Defenses**

Plaintiff and Counter Defendant (“Plaintiff”)

(A) Plaintiff is pursuing the following claims against the following defendants:

(1) Defendants and each of them are liable for Trademark Infringement (15 U.S.C. § 1114);

(2) Defendants and each of them are liable for Trademark Infringement (15 U.S.C. § 1125(a));

(3) Defendants and each of them are liable for False Designation of Origin and Description of Fact (15 U.S.C. § 1125(a));

(4) Defendants and each of them are liable for Contributory Trademark Infringement (15 U.S.C. § 1125(a));

(5) Defendants and each of them are liable for Contributory Trademark Infringement and False Designation of Origin and Description of Fact (15 U.S.C. § 1125(a));

(6) Defendants and each of them are liable for Common Law Trademark Infringement;

1 (7) Defendants and each of them are liable for Unfair Competition  
2 (Cal. Bus. & Prof. Code § 17200 et seq);

3 (8) Declaratory Relief is warranted;

4 (9) Plaintiff is entitled to compensation pursuant to Quantum  
5 Meruit; and

6 (10) Defendants Misappropriation of Trade Secrets; and

7 (B) The elements required to establish Plaintiff's first five claims depend  
8 on the same elements, the only difference being the Defendant responsible:

- 9 1. , Potato Corner's Intellectual Property which includes the Logo Mark, Fo  
10 Characters Mark and the tag line "World's Best Flavored French Fries"  
11 which are distinctive;
- 12 2. Plaintiff owns Potato Corner's Intellectual Property which includes the  
13 Logo Mark, Characters Mark and the tag line "World's Best Flavored  
14 French Fries" as trademarks;
- 15 3. Defendants used or caused someone else to use Potato Corner's Intellectual  
16 Property which includes the Logo Mark, Characters Mark and the tag line  
17 "World's Best Flavored French Fries" in interstate commerce; and
- 18 4. Defendants used or caused someone else to use Potato Corner's Intellectual  
19 Property which includes the Logo Mark, Characters Mark and the tag line  
20 "World's Best Flavored French Fries" without the consent of the Plaintiff  
21 in a manner that is either likely to cause confusion among ordinary  
22 consumers as to the source, sponsorship, affiliation, or approval of the  
23 services or presumed likely to cause confusion, given the identity of the  
24 marks.

25 5. The elements required to establish Plaintiff's first five claims  
26 depend on the same elements:

27 (B) The elements required to establish Plaintiff's sixth claim for unfair  
28 business practices is an incipient violation of the trademark and trade secret rights

1 of Plaintiff, or violates the policy or spirit of such a law because its effects are  
2 comparable to or the same as a violation of the law, or otherwise significantly  
3 threatens or harms competition.

4 (C) The elements required to establish Plaintiff's claim for quantum meruit is  
5 first:

- 6 1. That Defendant requested, by words or conduct, that Plaintiff provide a  
7 license to use the Potato Corner Intellectual Property for the benefit of  
8 Defendant PCJV;
- 9 2. That Plaintiff provided such license to use the Potato Corner Intellectual  
10 Property as requested by Defendant PCJV;
- 11 3. That Defendant has not paid Plaintiff royalties or any other  
12 compensation to Plaintiff for the use of the Potato Corner Intellectual  
13 Property; and
- 14 4. The reasonable value for the use of the Potato Corner Intellectual  
15 Property that was provided.

16 (D) The elements required to establish Plaintiff's claim for trade secret  
17 misappropriation:

- 18 1. That Plaintiff owned Trade Secrets;
- 19 2. That the Potato Corner Trade Secrets was a trade secret at the time of  
20 the misappropriation;
- 21 3. That Defendants improperly acquired and/or used one or more of the  
22 Potato Corner Trade Secrets;
- 23 4. That Plaintiff was harmed, or Defendants were unjustly enriched; and
- 24 5. That Defendants' acquisition and/or use of the Potato Corner Trade  
25 Secrets was a substantial factor in causing Plaintiff's harm and/or  
26 Defendants to be unjustly enriched.

1           6. That Defendant requested, by words or conduct, that Plaintiff provide a  
2           license to use the Potato Corner Intellectual Property for the benefit of  
3           Defendant PCJV;

4           (C) In brief, the key evidence Plaintiff relies on for each of the claims is the  
5           same as the evidence set forth in its Amended Complaint (Dkt. 65) and the Motion  
6           for Preliminary Injunction (Dkt. 44) as well as the admissions of various parties,  
7           including Guy Koren. That evidence includes emails internal to PCJV before 2019,  
8           public admissions of Defendants including Guy Koren, publicly available  
9           information, financial statements of the Defendants and franchisees, as well as  
10          witness testimony by Cinco and SPAVI as to, among other things, who owns the  
11          intellectual property at issue and negotiation of a potential license, which failed,  
12          leading to the termination of the license, admissions of the Defendants and  
13          photographs regarding uses of the intellectual property after termination, financial  
14          statements of Defendants and franchisees regarding damages (disgorgement of  
15          profits) as well as testimony from various regarding Koren and Defendants' unclean  
16          hands.

17          (D) In response to the counter claims alleged against it, Plaintiff intends to  
18          assert the following affirmative defenses:

- 19               (1) Uncertainty of Pleading
- 20               (2) Misjoinder of Parties
- 21               (3) Nonjoinder of Parties
- 22               (4) Election of Remedies
- 23               (5) Laches
- 24               (6) Consent
- 25               (7) Estoppel
- 26               (8) One Who Seeks Equity Must Do Equity
- 27               (9) Failure to Mitigate
- 28               (10) Immunity



- (11) Privilege
- (12) Unclean Hands
- (13) Waiver
- (14) Comparative Fault
- (15) Lack Or Inadequacy of Consideration
- (16) Abandonment Or Mutual Rescission of Contract
- (17) Accord And Satisfaction
- (18) Novation
- (19) Modification of Contract

Defendants, Counter Claimants, and Third Party Plaintiffs (“PCJV USA Parties”)

**A. PCJV USA Parties plan to pursue the following counterclaims/third party claims and Defendants plan to pursue the following affirmative defenses:**

**1. PCJV USA Parties’ Claims**

- (1) Declaratory Relief
- (2) Inducing Breach of Contract
- (3) Intentional Interference with Contractual Relations
- (4) Intentional Interference with Prospective Economic Relations
- (5) Negligent Interference with Prospective Economic Relations
- (6) Aiding and Abetting Torts
- (7) Breach of Fiduciary Duty
- (8) Breach of Contracts
- (9) Breach of the Implied Covenant of Good Faith and Fair Dealing
- (10) Violations of Business & Professions Code §§ 17200, *et seq.*
- (11) Quantum Meruit
- (12) Accounting

**2. PCJV USA Parties’ Affirmative Defenses**

- (1) Failure to State a Claim

- (2) Waiver, Consent/Acquiescence, Ratification, Promissory Estoppel, Equitable Estoppel, and Judicial Estoppel
- (3) Unclean Hands
- (4) *In pari delicto*
- (5) Laches/Statute of Limitations
- (6) Sections 14, 15 and/or 33(b) of the Lanham Act, including Senior Use, Fraud on the USPTO, Abandonment by Assignment in Gross, Abandonment by Naked License
- (7) Authorized Use
- (8) Public Availability of Trade Secrets
- (9) Mitigation
- (10) Lack of At-Will License Agreement

**B. The elements required to establish PCJV USA Parties' counterclaims/third party claims and Defendants' affirmative defenses:**

1. PCJV USA Parties' Counterclaims/Third Party Claims

(1) Declaratory Relief – (1) an injury in fact that is concrete and particularized and actual or imminent, not conjectural or hypothetical that is (2) casually connected and fairly traceable to the conduct complained of and not the result of the independent action of some third party not before the court and (3) likely as opposed to merely speculative, such that the injury will be redressed by a favorable decision.

(2) Inducing Breach of Contract – (1) that there was a contract between any one of the PCJV USA Parties and any one of the Cinco parties; (2) that SPAVI knew of the contract; (3) that SPAVI intended to cause any one of the Cinco parties to breach the contract; (4) that SPAVI's conduct caused any one of the Cinco parties to breach the contract; (5) that any one of the PCJV USA Parties were

1 harmed; and that SPAVI's conduct was a substantial factor in causing Defendants  
2 harm.

3 (3) Intentional Interference with Contractual Relations – (1) that there  
4 were various contracts, including contracts with the Cinco parties, franchisees,  
5 suppliers, and vendors; (2) that SPAVI knew of the contracts; (3) that SPAVI's  
6 conduct prevented performance or made performance more expensive or difficult;  
7 (4) that SPAVI either (a) intended to disrupt the performance of these contracts or  
8 (b) knew that disruption of performance was certain or substantially certain to  
9 occur; (5) that any one of the PCJV USA Parties were harmed; and (6) that  
10 SPAVI's conduct was a substantial factor in causing any one of the PCJV USA  
11 Parties' harm.

12 (4) Interference with Prospective Economic Relations – (1) that any one of  
13 the PCJV USA Parties were in various economic relations, including with Cinco  
14 parties, franchisees, suppliers, and vendors were in that probably would have  
15 resulted in an economic benefit to Defendants; (2) that Cinco Corporation knew of  
16 the relationships; (3) that SPAVI engaged in conduct to destroy the value of any  
17 one of the PCJV USA Parties' relationships by usurping the benefits of those  
18 relationships for SPAVI's benefit; (4) that by engaging in this conduct, SPAVI  
19 either (a) intended to disrupt the relationships or (b) knew that disruption of the  
20 relationships was certain or substantially certain to occur; (5) that those  
21 relationships were disrupted; (6) that any one of the PCJV USA Parties were  
22 harmed; and (6) that SPAVI's conduct was a substantial factor in causing any one  
23 of the PCJV USA Parties' harm.

24 (5) Negligent Interference with Prospective Economic Relations – (1) that  
25 any one of the PCJV USA Parties were in various economic relations, including  
26 with Cinco parties, franchisees, suppliers, and vendors that probably would have  
27 resulted in a future economic benefit to any one of the PCJV USA Parties; (2) that  
28 SPAVI knew or should have known of these relationships; (3) that SPAVI knew or

1 should have known that these relationships would be disrupted if it failed to act  
2 with reasonable care; (4) that SPAVI failed to act with reasonable care; (5) that  
3 SPAVI engaged in wrongful conduct through engaging in conduct to destroy the  
4 value of any one of the PCJV USA Parties' relationships by usurping the benefits of  
5 those relationships for SPAVI's benefit; (6) that the relationships was disrupted; (7)  
6 that any one of the PCJV USA Parties were harmed; and (8) that SPAVI's wrongful  
7 conduct was a substantial factor in causing Defendants' harm.

8 (6) Aiding and Abetting Torts – (1) that SPAVI knew that a breach of a  
9 fiduciary duty, breach of the implied covenant of good faith and fair dealing, fraud,  
10 or conversion was going to be committed by Cinco Corporation against any one of  
11 the PCJV USA Parties; (2) that SPAVI gave substantial assistance or  
12 encouragement to Cinco Corporation; and (3) that Cinco Corporation's conduct was  
13 a substantial factor in causing harm to any one of the PCJV USA Parties.

14 (7) Breach of Fiduciary Duty can be proven in one of two ways: First, (1)  
15 that either Cinco Corporation or SPAVI, as Cinco Corporation's successor-in-  
16 interest, was a joint venture partner of PCJV; (2) that Cinco Corporation or SPAVI,  
17 as Cinco Corporation's successor-in-interest, acted on PCJV's behalf for purposes  
18 of providing PCJV with an exclusive right to use the Potato Corner trademark in the  
19 United States; (3) that Cinco Corporation or SPAVI, as Cinco Corporation's  
20 successor-in-interest, failed to act as a reasonably careful partner would have acted  
21 under the same or similar circumstances; (4) that any one of the PCJV USA Parties  
22 were harmed; and (5) that the conduct of Cinco Corporation or SPAVI, as Cinco  
23 Corporation's successor-in-interest, was a substantial factor in causing any one of  
24 the PCJV USA Parties' harm;

25 Second, (1) that Cinco Corporation or SPAVI, as Cinco Corporation's  
26 successor-in-interest, was a joint venture partner of PCJV; (2) that Cinco  
27 Corporation or SPAVI, as Cinco Corporation's successor-in-interest, knowingly  
28 acted against interests of PCJV and PCJV's other joint venture partners in

1 connection with providing PCJV with an exclusive right to use the Potato Corner  
2 trademark in the United States; (3) that any one of the PCJV USA Parties did not  
3 give informed consent to the conduct of Cinco Corporation or SPAVI, as Cinco  
4 Corporation's successor-in-interest; (4) that any one of the PCJV USA Parties were  
5 harmed; and (5) that the conduct of Cinco Corporation or SPAVI, as Cinco  
6 Corporation's successor-in-interest, was a substantial factor in causing any one of  
7 the PCJV USA Parties' harm.

8 (8) Breach of Contracts – (1) that any one of the PCJV USA Parties and  
9 Cinco Corporation entered into a contract; (2) that any one of the PCJV USA  
10 Parties did all, or substantially all, of the significant things that the contract required  
11 them to do; (3) that Cinco Corporation failed to do something that the contract  
12 required it to do; that any one of the PCJV USA Parties were harmed; and (4) that  
13 Cinco Corporation's breach of contract was a substantial factor in causing any one  
14 of the PCJV USA Parties' harm.

15 (9) Breach of Implied Covenant of Good Faith and Fair Dealing – (1) that  
16 any one of the PCJV USA Parties and Cinco Corporation entered into a contract;  
17 (2) that SPAVI became Cinco Corporation's successor-in-interest such that it owed  
18 and owes any one of the PCJV USA Parties contractual duties; (3) that any one of  
19 the PCJV USA Parties did all, or substantially all of the significant things that the  
20 contract required them to do; (4) that Cinco Corporation and SPAVI engaged in  
21 negotiations in bad faith to effectuate a fraud or otherwise obtain an upper hand  
22 against any one of the PCJV USA Parties and by engaging in efforts to undermine  
23 any one of the PCJV USA Parties' long-term rights in the "Potato Corner" marks;  
24 (5) that by doing so, Cinco Corporation or SPAVI did not act fairly and in good  
25 faith; and (6) that any one of the PCJV USA Parties were harmed by Cinco  
26 Corporation's or SPAVI's conduct.

27 (10) Violations of Business & Professions Code §§ 17200, et seq. – (1)  
28 SPAVI parties engaged in a business act and (2) the act offends established public

1 policy, that is immoral, unethical, oppressive, unscrupulous, or substantially  
2 injurious to consumers, and (3) any one of the PCJV USA Parties were harmed  
3 from the business act.

4 (11) Quantum Meruit – (1) that any of the SPAVI Parties requested, by  
5 words or conduct, that any one of the PCJV USA Parties perform services for the  
6 benefit of any of the SPAVI Parties; (2) that any one of the PCJV USA Parties  
7 performed the services as requested; (3) that the requesting SPAVI Party/Parties has  
8 not paid any one of the PCJV USA Parties for the services; and (4) the reasonable  
9 value of the services that were provided.

10 (12) Accounting – (1) a relationship that requires accounting exists between  
11 SPAVI Parties and Defendants and (2) a balance is owed by SPAVI Parties to any  
12 one of the PCJV USA Parties, which can only be ascertained with an accounting.

13 *2. Defendants' Affirmative Defenses*

14 (1) Failure to State a Claim – even if all the factual allegations in the First  
15 Amended Complaint are true, they are insufficient to establish a cause of action and  
16 the case should therefore be dismissed.

17 (2) Waiver, Consent/Acquiescence, Ratification, promissory Estoppel,  
18 Equitable Estoppel, and Judicial Estoppel - For waiver: (1) SPAVI knew PCJV  
19 USA Parties were required to obtain any rights to use “Potato Corner” marks or  
20 recipes from SPAVI and (2) that SPAVI freely and knowingly gave up its right to  
21 have PCJV USA Parties perform these obligations. For consent/acquiescence, that  
22 SPAVI conveyed its consent through an affirmative word or deed for PCJV USA  
23 Parties to use the “Potato Corner” marks. For ratification, that SPAVI consented to  
24 PCJV USA Parties’ use of the “Potato Corner” marks and trade secrets after PCJV  
25 USA Parties used them. For promissory estoppel: (1) Cinco promised PCJV USA  
26 Parties may exclusively use the “Potato Corner” marks in the U.S., (2) PCJV USA  
27 Parties relied on Cinco’s promise, and (3) PCJV USA Parties were injured from  
28 Cinco’s promise. For judicial estoppel: (1) Cinco took a prior position in the state

1 court action that SPAVI did not acquire rights or interests in PCJV, (2) Cinco now  
2 takes the position that SPAVI did acquire rights or interests in PCJV, (3) the state  
3 court took Cinco's initial position as true, (4) the positions are inconsistent, and (5)  
4 the first position was not taken as a result of ignorance, fraud, or mistake.

5 (3) Unclean Hands - (1) SPAVI or Cinco engaged in inequitable conduct,  
6 (2) the inequitable conduct directly relates to SPAVI's trademark infringement or  
7 trade secret misappropriation claims, (3) the inequitable conduct injured PCJV  
8 USA Parties;

9 (4) *In Pari Delicto*- (1) Plaintiff and Defendants have substantially equal  
10 economic strength, (2) Plaintiff is at least equally responsible for the harmful  
11 conduct as defendants, and (3) Plaintiff was not held by economic pressure to  
12 engage in the harmful conduct.

13 (5) Laches/Statute of Limitations - That SPAVI discovered or by the  
14 exercise of reasonable diligence should have discovered PCJV USA Parties  
15 misappropriated SPAVI's trade secret over three years before SPAVI filed this  
16 action. To establish SPAVI's claims based on trademark infringement are barred by  
17 the statute of limitations, PCJV USA Parties must prove SPAVI knew, should have  
18 known, or had constructive notice of PCJV USA Parties' infringing conduct over  
19 three years before SPAVI filed this action. To establish all of SPAVI's claims are  
20 barred by laches, PCJV USA Parties must prove: (1) SPAVI unreasonably delayed  
21 in filing this action and (2) PCJV USA Parties are prejudiced by SPAVI's delay.

22 (6) Sections 14, 15 and/or 33(b) of the Lanham Act - (1) Defendants  
23 continuously used the trademark, without interruption, in the U.S.; (2) they began  
24 using the trademark without knowledge of SPAVI's prior use elsewhere; and (3)  
25 they used the trademark before SPAVI published the registered trademark. To  
26 establish its defense that Plaintiff defrauded the USPTO, PCJV USA Parties must  
27 prove: (1) Cinco made a false representation regarding a material fact, (2) Cinco  
28 had knowledge or believed the representation was false, (3) Cinco intended to



1 induce reliance upon the misrepresentation, (4) the USPTO reasonably relied on the  
2 misrepresentation, and (5) the reliance proximately caused PCJV USA Parties'  
3 harm. To establish its defense of abandonment, PCJV USA Parties must prove: (1)  
4 Cinco discontinued its use in the ordinary course of trade, intending not to resume  
5 using it; (2) failed to act so that the trademark's primary significance to prospective  
6 consumers has become the good itself and not the producer of the good; or (3)  
7 failed to exercise adequate quality control over the goods sold under the trademark  
8 by a licensee.

9 (7) Authorized Use - PCJV USA Parties had a right to use the marks.

10 (8) Public Availability of Trade Secrets - the alleged trade secret was  
11 readily ascertainable by proper means at the time of the alleged use.

12 (9) Mitigation - (1) SPAVI failed to use reasonable efforts to mitigate  
13 damages and (2) the amount by which damages would have been mitigated.

14 (10) Lack of At-Will License Agreement - there was no offer,  
15 consideration, or acceptance of an at-will license to use "Potato Corner" marks.

16 **C. In brief, the key evidence PCJV USA Parties rely on for each**  
17 **counterclaim, third party claim and affirmative defense is:**

18 1. PCJV USA Parties' Counterclaims/Third Party Claims

19 First Counterclaim/Third Party Claim:

- 20 • Testimony regarding how Koren created PCJV's kiosk-style/in-line fast-  
21 food restaurants and developed the goodwill in the U.S. brand, and  
22 consumer association of the brand to Potato Corner USA and PCJV;  
23 • Koren/Magsaysay's April 3, 2009 email and the PCGC-NKM license;  
24 • Draft versions of PCJV's Governing Documents and parol evidence;  
25 • PCJV's FDDs and Board Minutes;  
26 • Cinco's verified pleadings in the state court action and SPAVI's pleadings  
27 here;  
28 • Cinco's only USPTO declaration of use, which submitted a specimen  
evidencing Cinco's claimed use of the U.S. marks was PCJV's use of the  
U.S. marks;



- The settlement agreement, membership interest purchase agreement, and corresponding assignments (“Settlement Documents”) that resulted in Cinco’s dismissal with prejudice of asserted claims and release of all known and unknown claims against Koren Parties with no carve out for any claims for damages against Koren Parties, preserving only a claim for declaratory relief as to SPAVI’s acquisition of international trademark rights; and
- PCJV’s First Request for Production of Documents, SPAVI’s response thereto, and the Magistrate’s March 12, 2025 Order.
- PCJV’s Governing Documents and testimonial evidence regarding the consideration paid to Cinco thereunder, the absence of any claim against PCJV for breach of contract for allegedly failing to pay royalties, and Cinco’s release of all known and unknown claims regarding any alleged failure to pay royalties;
- Testimonial evidence that there is no privity of contract between SPAVI and PCJV;
- Cinco’s membership interest purchase agreement and parol evidence regarding Koren’s purchase of all of Cinco’s interests in PCJV and all of Cinco’s licensing rights “attached” thereto, unencumbered by any claim by any third-party with respect thereto, along with representations and warranties that PCJV did not need any license from any third party to operate its U.S. Potato Corner USA franchise business; and
- PCJV’s Governing Documents and testimonial evidence regarding Koren’s First Amendment right to stand on his good faith belief that PCJV or he had no obligation to pay royalties to SPAVI.
- SPAVI’s March 31, 2024 alleged termination of IP rights;
- SPAVI’s decision to continue to sell, and offer to sell, at a profit flavored seasoning package to PCJV until September 2024;
- Evidence, including testimony, regarding the absence of any confidentiality obligation between SPAVI and Koren Parties;
- Evidence, including testimony, regarding the publicly available sources of Ferna’s Potato Corner french fry seasoning packages; and
- Evidence, including testimony, regarding the reverse engineering process and denying any knowledge of Ferna’s recipes, including in prior endeavors to reverse engineer Ferna’s flavors on behalf of Cinco; and
- Evidence of damages, and expert report, opinion, testimony.

Second through Twelfth Claims: Same as the First Claim.

1. Defendants’ Affirmative Defenses

Failure to State a Claim:

- 1 • Testimony regarding how Koren created PCJV's kiosk-style/in-line fast-food restaurants and developed the goodwill in the U.S. brand, and consumer association of the brand to Potato Corner USA and PCJV;
- 2
- 3 • Koren/Magsaysay's April 3, 2009 email and the PCGC-NKM license;
- 4 • Draft versions of PCJV's Governing Documents and parol evidence;
- 5 • PCJV's FDDs and Board Minutes;
- 6 • Cinco's verified pleadings in the state court action and SPAVI's pleadings here;
- 7 • Cinco's only USPTO declaration of use, which submitted a specimen evidencing Cinco's claimed use of the U.S. marks was PCJV's use of the U.S. marks;
- 8
- 9 • The settlement agreement, membership interest purchase agreement, and corresponding assignments ("Settlement Documents") that resulted in
- 10 Cinco's dismissal with prejudice of asserted claims and release of all
- 11 known and unknown claims against Koren Parties with no carve out for any
- 12 claims for damages against Koren Parties, preserving only a claim for
- 13 declaratory relief as to SPAVI's acquisition of international trademark
- 14 rights; and
- 15 • PCJV's First Request for Production of Documents, SPAVI's response
- 16 thereto, and the Magistrate's March 12, 2025 Order.
- 17 • PCJV's Governing Documents and testimonial evidence regarding the
- 18 consideration paid to Cinco thereunder, the absence of any claim against
- 19 PCJV for breach of contract for allegedly failing to pay royalties, and
- 20 Cinco's release of all known and unknown claims regarding any alleged
- 21 failure to pay royalties;
- 22 • Testimonial evidence that there is no privity of contract between SPAVI
- 23 and PCJV;
- 24 • Cinco's membership interest purchase agreement and parol evidence
- 25 regarding Koren's purchase of all of Cinco's interests in PCJV and all of
- 26 Cinco's licensing rights "attached" thereto, unencumbered by any claim by
- 27 any third-party with respect thereto, along with representations and
- 28 warranties that PCJV did not need any license from any third party to
- operate its U.S. Potato Corner USA franchise business; and
- PCJV's Governing Documents and testimonial evidence regarding Koren's
- First Amendment right to stand on his good faith belief that PCJV or he had
- no obligation to pay royalties to SPAVI.
- SPAVI's March 31, 2024 alleged termination of IP rights;
- SPAVI's decision to continue to sell, and offer to sell, at a profit flavored
- seasoning package to PCJV until September 2024;
- Evidence, including testimony, regarding the absence of any confidentiality
- obligation between SPAVI and Koren Parties;

- Evidence, including testimony, regarding the publicly available sources of Ferna's Potato Corner french fry seasoning packages; and
- Evidence, including testimony, regarding the reverse engineering process and denying any knowledge of Ferna's recipes, including in prior endeavors to reverse engineer Ferna's flavors on behalf of Cinco.

Waiver, Consent/Acquiescence, Ratification, Promissory Estoppel, Equitable Estoppel, and Judicial Estoppel: Same as Failure to State a Claim.

Unclean Hands: Same as Failure to State a Claim.

*In pari delicto*: Same as Failure to State a Claim.

Laches/Statute of Limitations: Same as Failure to State a Claim.

Sections 14, 15 and/or 33(b) of the Lanham Act, including Senior Use, Fraud on the USPTO, Abandonment by Assignment in Gross, Abandonment by Naked License: Same as Failure to State a Claim.

Authorized Use: Same as Failure to State a Claim.

Public Availability of Trade Secrets: Same as Failure to State a Claim.

Mitigation: Same as Failure to State a Claim.

8. In view of the admitted facts and the elements required to establish the claims, counterclaims and affirmative defenses, the following issues remain to be tried: Plaintiff asserts that as to the first five claims the only issue left to be decided is damages, and the same as to quantum meruit. As to trade secret misappropriation and unfair competition, the Defendants do not dispute they reverse engineered flavorings, and, as such, what remains to be tried is whether they were trade secret, protected that secrecy, and whether reverse engineering constitutes misappropriation, as well as damages.

Defendants contend the following elements must be established regarding the claims asserted in Plaintiff's amended complaint:

### **Trademark Ownership**

1. Whether Cinco and Koren and his LA investors agreed that (a) the U.S. Potato Corner franchisor would be the "vehicle" through which the Potato

1 Corner brand would expand in the United States and (b) PCJV's LA Group and  
2 President would be "vested" with control over what the registered U.S. Potato  
3 Corner marks identified?

4 2. Whether the written joint venture agreement ("JVA") signed by Cinco  
5 and its four directors ("Cinco Group"), on one hand, and Koren and two LA  
6 investors ("LA Group"), on the other hand, recognized coownership of the U.S.  
7 Potato Corner trademarks, expressed terms and conditions upon which PCJV's use  
8 of the marks would inure to Cinco's benefit, constituted an implied agreement that  
9 Cinco had no right to unilaterally terminate PCJV's right to use the U.S. Potato  
10 Corner marks at its sole discretion, and/or constituted or included an "agreement to  
11 agree" to a master license agreement?

12 3. In light of the partnership between the Cinco Group and LA Group,  
13 whether the parties' written joint venture agreement recognizes that PCJV's  
14 consideration was the lifetime right to use the U.S. Potato Corner marks subject  
15 only to a supermajority vote or further agreement by the parties, and Cinco's  
16 consideration was a promised long-term licensee-licensor relationship?

17 4. If there were no license agreement in 2022 under which PCJV's use of  
18 the U.S. Potato Corner marks would inure to Cinco's benefit, whether Cinco (as a  
19 foreign registrant) or PCJV (as the first lawful and/or only continuous and exclusive  
20 user of the U.S. Potato Corner marks) had a superior claim to ownership under the  
21 multi-factor common-law test based on the parties' course of conduct and consumer  
22 association?

23 5. Whether Cinco's U.S. trademark registrations should be cancelled or  
24 transferred to PCJV if there were no license agreement, because Cinco committed  
25 fraud on the USPTO when it filed declarations that it had made lawful and  
26 continuous use of the U.S. Potato Corner marks in 2016?

27 6. Whether Cinco's U.S. trademark registrations are invalid under 15  
28 U.S.C. § 1055 because Cinco did not have a contractual right to control and/or did

1 not exercise reasonable control over what the registered U.S. Potato Corner marks  
2 identified for a substantial period of time (e.g., more than 3 or 5 years)?

3 7. Whether the PCJV USA Parties in 2024 acquired the U.S. Potato  
4 Corner marks in their settlement agreement and membership interest purchase  
5 agreement with Cinco because SPAVI in 2022 did not acquire Cinco's interests in  
6 PCJV or trademark rights and obligations under PCJV's governing documents,  
7 including by not stepping into Cinco's shoes or assuming fiduciary or contractual  
8 obligations owed to PCJV?

9 8. Whether PCJV has a superior claim to ownership of the U.S Potato  
10 Corner marks and registrations as the continuous and exclusive user of the marks  
11 because Cinco or SPAVI engaged in an assignment in gross, a naked license, or for  
12 other reasons SPAVI cannot enforce the trademarks against PCJV?

13 **Wrongful License Termination**

14 9. Whether Cinco Group and LA Group agreed that PCJV had lifetime  
15 trademark rights to create, develop, manage, and sell Potato Corner branded,  
16 franchised restaurant businesses subject only to a supermajority vote or further  
17 agreement?

18 10. Whether Cinco Group and LA Group expressly or impliedly agreed to  
19 a master license with a 20-year term and three 10-year options?

20 11. Whether Cinco Group and LA Group expressly or impliedly agreed, at  
21 minimum, that Cinco did not have any right to terminate PCJV's right to use the  
22 U.S. Potato Corner marks "at-will"?

23 12. Whether Cinco Group and LA Group agreed that Cinco could not  
24 transfer any right or obligation to license the U.S. Potato Corner without the LA  
25 Group's prior written consent?

26 13. Whether Cinco had a fiduciary obligation not to unilaterally terminate  
27 PCJV's right to use the U.S. Potato Corner trademarks for its own economic benefit  
28 to PCJV's detriment?

1 14. Whether Cinco affirmed or ratified that PCJV at least had a license  
2 with a 20-year term and three 10-year options in exchange for PCJV's exclusive use  
3 of the Potato Corner marks inuring to Cinco's benefit when, among other things, (a)  
4 Cinco executed the JVA and LLC Agreement, (b) Cinco's CEO signed the master  
5 services agreement ("MSA"), (c) Cinco had its counsel direct PCJV to sign a  
6 master license agreement ("MLA"), (c) approved or performed under PCJV's  
7 franchise disclosure documents ("FDDs"), (d) filed a declaration of use with the  
8 United States Patent and Trademark Office ("USPTO"), and/or (e) sold or  
9 transferred rights in the U.S. Potato Corner marks to SPAVI in 2022?

10 15. Whether Cinco and/or SPAVI are estopped to deny that PCJV, at  
11 minimum, had a 20-year license with three 10-year options due to the PCJV USA  
12 Parties' reasonable and detrimental reliance upon on Cinco's request that PCJV  
13 sign the MLA, the parties' mutual waiver of remuneration in favor of growth,  
14 and/or Cinco's approval and performance under FDDs?

15 **Other Enforcement Issues**

16 16. Whether SPAVI's effort to enforce the U.S. Potato Corner trademarks  
17 against the PCJV USA Parties is barred or limited by one or more defenses,  
18 including (a) waiver, (b) consent/acquiescence, (c) ratification, (d) promissory  
19 estoppel or judicial estoppel, (e) unclean hand/*in pari delicto*, (f) senior use, (g)  
20 fraud on the USPTO, (h) assignment in gross, (i) naked license, (j) pre-existing  
21 non-terminable right to use, (k) seasoning packages acquired by property means/no  
22 confidentiality obligation to SPAVI, and (l) failure to mitigate?

23 **Monetary Recovery**

24 17. Whether there is a factual basis for legal damages or equitable  
25 disgorgement?

26 18. If Plaintiff is entitled to monetary recovery, in what amount?  
27  
28



1           **SPAVI’s Quantum Meruit Claim**

2           19.   Whether there is a factual basis for *quantum meruit*, including a contractual  
3 relationship with PCJV supporting a reasonable expectation of a royalty payment  
4 that the PCJV USA Parties would waive rights not to pay royalties in favor of growth  
5 of the U.S. Potato Corner franchise system?

6           20.   Were the PCJV USA unjustly enriched?

7           **SPAVI’s CAL-UTSA Claim**

8           21.   Whether SPAVI owns any alleged trade secrets?

9           22.   Whether SPAVI, Cinco or the owner of the alleged trade secrets  
10 publicly sold or disclosed the alleged trade secrets and took reasonable steps to  
11 prevent reverse engineering of the seasoning flavors?

12          23.   Whether SPAVI can overcome the statutory presumption that reverse  
13 engineering codes not constitutes misappropriation?

14          24.   Whether SPAVI has suffered any loss of value by viture of  
15 competition in seasoning flavors?

16           **Third Party Claims Against Cinco**

17          25.   Whether Cinco breached a fiduciary or contractual obligation not to  
18 sell any interests in PCJV to SPAVI?

19          26.   Whether Cinco breached a fiduciary or contractual obligation not to  
20 sell any rights or obligations to SPAVI without Koren’s prior written consent.

21          27.   Whether the mutual obligation to use “best efforts” to enter into  
22 agreements contemplated by the JVA, including a limited liability company  
23 agreement (“LLC Agreement”), a master services agreement (“MSA”) and the  
24 MLA, was among the obligations that no PCJV partner could sell or transfer  
25 without prior written consent of the other partners?

26          28.   Whether Cinco’s alleged rights as a licensor were among the rights  
27 that no PCJV partner could sell or transfer without prior written consent of the other  
28 partners?

1           29. Whether an obligation not to unilaterally terminate PCJV's right to use  
2 the U.S. Potato Corner trademarks was among the obligations that no PCJV partner  
3 could sell or transfer without prior written consent of the other partners?

4           30. Whether the fourth recital in the JVA (a) was merely a recital and not a  
5 term of the JVA or a binding exception to JVA's prohibition against the unilateral  
6 transfer of any interest, rights or obligations, (b) was superseded by provisions in  
7 PCJV's LLC Agreement prohibiting the unilateral transfer of membership interests  
8 or voting rights in PCJV, and (c) did not constitute prior written consent by the LA  
9 Group authorizing Cinco to transfer any "obligations" and more than economic  
10 rights in JVA to a "wholly owned" subsidiary?

11           31. Whether the mutual intent of the parties was that a "wholly owned"  
12 subsidiary meant less-than-a-100%-owned subsidiary that did not own or control  
13 the U.S. Potato Corner marks?

14           32. Whether the boilerplate integration clause in the First Amendment to  
15 the Joint Venture Agreement ("First Amendment") copied from the JVA's  
16 miscellaneous provisions was intended as a partial or complete integration of the  
17 JVA, LLC Agreement, MSA and/or master license (as evidenced by the MLA,  
18 FDDs, Board minutes and course of performance)?

19           33. Whether the First Amendment's boilerplate integration clause copied  
20 from the JVA was mutually intended as a novation of Cinco's obligations under the  
21 JVA and the parties' related agreements?

22           34. Whether the PCJV USA Parties have suffered damages caused by  
23 Cinco's breach of fiduciary or contractual obligations and if so, in what amount?

24 **Counterclaims Against SPAVI**

25           35. Whether SPAVI in its transaction with Cinco assumed fiduciary or  
26 contractual obligations to PCJV or PCJV's partners by virtue of a complete  
27 assignment or an assignment of all rights and obligations under PCJV governing  
28 documents?



1           36. Whether SPAVI wrongfully terminated PCJV's pre-existing right to  
2 use the U.S. Potato Corner marks under common law, under the JVA, or under any  
3 expressed or implied master license?

4           37. Whether SPAVI breached an obligation to use its "best efforts" to  
5 negotiate a master license?

6           38. Whether SPAVI aided and abetted a breach of fiduciary duty owed by  
7 Cinco not to sell or transfer any interest in PCJV to SPAVI?

8           39. Whether SPAVI aided and abetted a breach of fiduciary duty owed by  
9 Cinco when Cinco allegedly transferred the U.S. Potato Corner trademark rights to  
10 SPAVI without prior written consent?

11           40. Whether SPAVI induced Cinco to breach its contractual obligation not  
12 to sell or transfer any interest in PCJV to SPAVI?

13           41. Whether SPAVI induced Cinco to breach its contractual obligation not  
14 to sell or transfer any trademark right or obligation to SPAVI?

15           42. Whether SPAVI tortiously interfered, intentionally or negligently, with  
16 the PCJV Parties' contractual relations with U.S. franchisees, including by  
17 wrongfully acquiring the U.S. Potato Corner trademarks or by wrongfully  
18 terminating PCJV's right to use the U.S. Potato Corner marks?

19           43. Whether SPAVI tortiously interfered, intentionally or negligently, with  
20 the PCJV Parties' prospective economic advantage arising from is contractual  
21 relations with third-party U.S. franchisees, including by wrongfully acquiring the  
22 U.S. Potato Corner trademarks or by wrongfully terminating PCJV's right to use  
23 the U.S. Potato Corner marks?

24           44. Whether the PCJV USA Parties suffered damages caused by SPAVI's  
25 breach of fiduciary or contractual obligations and if so, in what amount?

26           45. Whether the PCJV USA Parties suffered damages caused by SPAVI's  
27 inducing Cinco to breach contractual obligations and if so, in what amount?  
28

46. Whether the PCJV USA Parties suffered damages caused by SPAVI's tortious interference with their contractual relations with U.S. franchisees and if so, in what amount?

47. Whether the PCJV USA Parties suffered damages caused by SPAVI's tortious interference their prospective economic advantage arising from their contractual relations with U.S. franchisees and if so, in what amount?

9. All discovery is complete to the extent there are no outstanding deadlines, however Plaintiff and Third-Party Defendants object to this case proceeding to trial despite the fact that none of these parties were permitted to engage in any discovery at all.

10. Plaintiff contends that all disclosures under F.R.Civ.P. 26(a)(3) have not been made. Defendants dispute that contention.

The joint exhibit list of the parties has been filed under separate cover as required by L.R. 16-6.1. Unless all parties agree that an exhibit shall be withdrawn, all exhibits will be admitted without objection at trial, except those exhibits listed below:

(a) Plaintiff objects to the following Exhibit Nos. on the following grounds:

<u>Ex. No.</u>	<u>Description</u>	<u>Objections</u>
1007	May 2, 2017 Email from Ismael G. Khan to Erlinda Bartolome RE Letter of Appreciation to Guy Koren	II: Relevance FRE 401, 403; ;Hearsay: FRE 801, 802
1009	April 20, 2010 Meeting Minutes	II: Relevance FRE 401, 403; ;Hearsay: FRE 801, 802
1010	April 20, 2010 Email from Erlinda Bartolome to Amit	II: Relevance FRE 401, 403; ;Hearsay:

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

	Nemanim and Guy Koren with the attached “Working Draft” of the Joint Venture Agreement	FRE 801, 802
1011	April 21 – April 23, 2010 Meeting Minutes	II: Relevance FRE 401, 403; ;Hearsay: FRE 801, 802
1012	April 27, 2010 Meeting Minutes	II: Relevance FRE 401, 403; ;Hearsay: FRE 801, 802
1013	April 29, 2010 Meeting Minutes	II: Relevance FRE 401, 403; ;Hearsay: FRE 801, 802
1016	May 15, 2010 Email from Jose Magsaysay to Erlinda Bartolome RE Embracing DLA Piper	II: Relevance FRE 401, 403; ;Hearsay: FRE 801, 802
1017	May 18, 2010 Email from Jose Magsaysay to Amit Nemanim RE “SF Attorneys” Handling the JV Agreement	II: Relevance FRE 401, 403; ;Hearsay: FRE 801, 802
1019	May 30, 2010 Meeting Minutes	II: Relevance FRE 401, 403; ;Hearsay: FRE 801, 802

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

1020	June 1, 2010 Email from Jose Magsaysay to Guy Koren, et al. with the Attached Draft JV Agreement	II: Relevance FRE 401, 403; ;Hearsay: FRE 801, 802
1021	June 2, 2010 Email from Mark Tung to Guy Koren with His Comments on the Attached Draft JV Agreement	II: Relevance FRE 401, 403; ;Hearsay: FRE 801, 802
1023	June 11, 2010 Email from Erlinda Bartolome to Jose Magsaysay, et al. with Her Comments to the Attached Draft JV Agreement	II: Relevance FRE 401, 403; ;Hearsay: FRE 801, 802
1024	June 14, 2010 Email from Jose Magsaysay to Erlinda Bartolome RE Rejecting Mark Tung for the JV Company	II: Relevance FRE 401, 403; ;Hearsay: FRE 801, 802
1025	June 28, 2010 Email Communications amongst Cinco Group, LA Group, and DLA Piper with the attached Further Revised JV Agreement	II: Relevance FRE 401, 403; ;Hearsay: FRE 801, 802
1026	July 2, 2010 Email from Erlinda Bartolome to Ben	II: Relevance FRE 401, 403; ;Hearsay:

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

	Olivas RE Cinco Group's Comments to the draft JV Agreement	FRE 801, 802
1027	Erlinda Bartolome's August 2010 Report	II: Relevance FRE 401, 403; ;Hearsay: FRE 801, 802
1028	September 16, 2010 Email from Erlinda Bartolome to Jose Magsaysay, et al. with the Attached Final Draft JV Agreement	II: Relevance FRE 401, 403; ;Hearsay: FRE 801, 802
1029	September 16, 2010 Email from Jose Magsaysay to Erlinda Bartolome RE Final Draft JV Agreement	II: Relevance FRE 401, 403; ;Hearsay: FRE 801, 802
1036	February 27, 2011 Email from Erlinda Bartolome to Kim Lambert RE Directors/Shareholders of NKM and PCJV	II: Relevance FRE 401, 403; ;Hearsay: FRE 801, 802
1037	April 10, 2011 Email from Erlinda Bartolome to Med Quiambao RE Ownership of PCJV	II: Relevance FRE 401, 403; ;Hearsay: FRE 801, 802
1038	DLA Piper's August 16, 2011 Invoice (Invoice No. 2609883)	II: Relevance FRE 401, 403; ;Hearsay: FRE 801, 802

1	1039	DLA Piper's August 16, 2011 Invoice (Invoice No. 2609884)	II: Relevance FRE 401, 403; ;Hearsay: FRE 801, 802
2	1040	DLA Piper's August 16, 2011 Invoice (Invoice No. 2609885)	II: Relevance FRE 401, 403; ;Hearsay: FRE 801, 802
3	1041	DLA Piper's August 16, 2011 Invoice (Invoice No. 2609887)	II: Relevance FRE 401, 403; ;Hearsay: FRE 801, 802
4	1042	An Email Chain Beginning June 10, 2013 and Ending November 10, 2013 RE DLA Piper Outstanding Invoices	II: Relevance FRE 401, 403; ;Hearsay: FRE 801, 802
5	1043	An Email Chain Beginning September 27, 2011 and Ending October 6, 2011 RE Mr. Magsaysay's Visa application and PCJV Membership Certificates	II: Relevance FRE 401, 403; ;Hearsay: FRE 801, 802
6	1044	February 28, 2012 Email from Ben Olivas to Guy Koren, et al. RE No Additional Payments to Open 9 New Stores	II: Relevance FRE 401, 403; ;Hearsay: FRE 801, 802
7	1046	June 29, 2012 Email from Kim Lambert to Ben Olivas RE Operating Agreement	II: Relevance FRE 401, 403; ;Hearsay: FRE 801, 802

1	1047	July 10, 2012 Email from Amir Jacoby to Jose Magsaysay RE Complaining about DLA Piper	II: Relevance FRE 401, 403; ;Hearsay: FRE 801, 802
2	1048	July 23, 2012 Email from Erlinda Bartolome to Guy Koren RE Request for Papers for the Cinco Board	II: Relevance FRE 401, 403; ;Hearsay: FRE 801, 802
3	1057	LA Group's November 4, 2015 Letter to Cinco Group Board of Directors	II: Relevance FRE 401, 403; ;Hearsay: FRE 801, 802
4	1059	12/10/16 - Emails amongst Guy Koren, Mabuhay (Lito Sibayan) and Jose Magsaysay, concerning a Potential Transaction	II: Relevance FRE 401, 403; ;Hearsay: FRE 801, 802
5	1060	11/2/16 - Draft Letter of Intent from Mabuhay	II: Relevance FRE 401, 403; ;Hearsay: FRE 801, 802
6	1061	LA Group's February 24, 2017 Letter to Cinco Group	II: Relevance FRE 401, 403; ;Hearsay: FRE 801, 802
7	1063	September 14, 2017 Email from Guy Koren to Patricia Anatalio RE Stores not paying	II: Relevance FRE 401, 403; ;Hearsay: FRE 801, 802

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

	royalties	
1069	Amir Jacoby's Privilege Log	II: Relevance FRE 401, 403; ;Hearsay: FRE 801, 802
1073	II: April 3, 2018 Letter from Guy Koren to Jose Magsaysay RE Transfer of Bank Accounts	II: Relevance FRE 401, 403; ;Hearsay: FRE 801, 802
1074	II: March 27, 2018 Email from Jose Magsaysay to Guy Koren, et al. RE Requesting Meeting	II: Relevance FRE 401, 403; ;Hearsay: FRE 801, 802
1075	II: April 9, 2018 Purported Meeting Minutes	II: Relevance FRE 401, 403; ;Hearsay: FRE 801, 802
1083	Defendant and Cross-Complainant Guy Koren's Opposition to Brief to Cinco Corporation's <i>Ex Parte</i> Application for Order to Show Cause Re: Preliminary Injunction	II: Relevance FRE 401, 403; ;Hearsay: FRE 801, 802
1088	Plaintiff Cinco Corporation and Potato Corner International, Inc.'s Motion to File Under Seal Certain Exhibits In Support of Motion	II: Relevance FRE 401, 403; ;Hearsay: FRE 801, 802



1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

	for Summary Adjudication, filed December 19, 2018	
1089	Verified Response of Cross-Defendant Amir Jacoby to Demurrer to Cross-Defendant PCJV USA, LLC, et al. to the First Amended Complaint of Plaintiffs Cinco Corporation and PCI, filed October 26, 2018	II: Relevance FRE 401, 403; ;Hearsay: FRE 801, 802
1092	4/20/10 Draft of the JV Agreement	II: Relevance FRE 401, 403; ;Hearsay: FRE 801, 802
1093	6/1/10 Joint Venture Agreement from Jose Magsaysay	II: Relevance FRE 401, 403; ;Hearsay: FRE 801, 802
1094	6/11/10 Final draft of JV Agreement	II: Relevance FRE 401, 403; ;Hearsay: FRE 801, 802
1095	6/28/10 Joint Venture Agreement draft 2	II: Relevance FRE 401, 403; ;Hearsay: FRE 801, 802
1096	7/2/10 JV Agreement Draft V2 with notes from Ben Olivas	II: Relevance FRE 401, 403; ;Hearsay: FRE 801, 802
1097	9/16/10 Final copy of the JV Agreement from Ben	II: Relevance FRE 401, 403; ;Hearsay:

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

		FRE 801, 802
1098	9/16/10 Lyndah agreeing with the Final Draft of the JV Agreement	II: Relevance FRE 401, 403; ;Hearsay: FRE 801, 802
1101	6/29/12 Kim Lambert asking Ben Olivas for a signed operating agreement	II: Relevance FRE 401, 403; ;Hearsay: FRE 801, 802
1102	7/10/12 Amir Jacoby inquiring on outstanding issue involving Potato Corner and DLA Piper to Joe	II: Relevance FRE 401, 403; ;Hearsay: FRE 801, 802
1103	10/1/09 Potato Corner USA Joint Venture Agreement	II: Relevance FRE 401, 403; ;Hearsay: FRE 801, 802
1104	11/30/10 Limited Liability Company Agreement of PCJV USA, LLC	II: Relevance FRE 401, 403; ;Hearsay: FRE 801, 802
1105	10/16/12 PCJV Board Meeting notes	II: Relevance FRE 401, 403; ;Hearsay: FRE 801, 802
1108	4/19/10 US Trip April — LA Team notes	II: Relevance FRE 401, 403; ;Hearsay: FRE 801, 802
1109	4/20/10 Meeting in Topanga Mall notes	Relevance FRE 401, 403; ;Hearsay: FRE 801, 802
1110	5/30/10 PCJV USA LLC First	II: Relevance FRE

	Board of Directors Meeting notes	401, 403; ;Hearsay: FRE 801, 802
1111	6/10/10 Email conversation between Amit Newman and Guy Koren; Amir Jacoby	II: Relevance FRE 401, 403; ;Hearsay: FRE 801, 802
1112	6/14/10 Email conversation between multiple parties in regards to JV Agreement	II: Relevance FRE 401, 403; ;Hearsay: FRE 801, 802
1113	PCJV USA LLC Franchisor Entity for Potato Corner in the US Corporate Set-Up	II: Relevance FRE 401, 403; ;Hearsay: FRE 801, 802
1114	4/26/12 Email conversations between Ben Olivas to multiple parties on PCJV – Info for Singer Lewak and Background info supporting documents	II: Relevance FRE 401, 403; ;Hearsay: FRE 801, 802
1115	1/7/11 Email from Erlinda Bartolome to Ben Olivas on PCJV, LLC Draft FS and Management Rep Letter	II: Relevance FRE 401, 403; ;Hearsay: FRE 801, 802
1117	4/10/11 Email from Erlinda Bartolome to Med Quiambao on shareholding of companies	II: Relevance FRE 401, 403; ;Hearsay: FRE 801, 802
1118	11/10/13 Email conversations between multiple parties on DLA Outstanding Invoices	II: Relevance FRE 401, 403; ;Hearsay: FRE 801, 802

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

1119	10/6/11 Email conversations between multiple parties on PCJV Membership Certificates, and Cinco – Stock certificates and stock ledger	II: Relevance FRE 401, 403; ;Hearsay: FRE 801, 802
1120	2/28/12 Email from Ben Olivas to multiple parties on PCJV – Revised Joint Venture Agreement Terms	II: Relevance FRE 401, 403; ;Hearsay: FRE 801, 802
1121	5/25/15 Email from Ben Olivas to multiple parties on PCJV – Cinco counter proposal to LA Group	II: Relevance FRE 401, 403; ;Hearsay: FRE 801, 802
1122	8/8/15 Letter from Ricardo Montelibano to Guy and Amir on current situation of PCJV LLC	II: Relevance FRE 401, 403; ;Hearsay: FRE 801, 802
1123	11/4/15 Letter to Cinco Group Board of Directors c/o Lyndah Bartolome	II: Relevance FRE 401, 403; ;Hearsay: FRE 801, 802
1124	12/10/16 Email conversations between Lito Sibayan and Guy Koren regarding PC and Non-disclosure	II: Relevance FRE 401, 403; ;Hearsay: FRE 801, 802

1	1125	2/24/17 Letter to Cinco Group c/o Ricardo Montelibano	II: Relevance FRE 401, 403; ;Hearsay: FRE 801, 802
2			
3			
4			
5	1126	12/3/17 Email from Amir Jacoby to multiple parties on US trip minutes	II: Relevance FRE 401, 403; ;Hearsay: FRE 801, 802
6			
7			
8			
9	1127	2/13/18 Multiple email conversations in regards to US trip minutes	II: Relevance FRE 401, 403; ;Hearsay: FRE 801, 802
10			
11			
12			
13	1128	3/8/18 Email from Amir Jacoby to multiple parties on PCJV USA – Moving forward	II: Relevance FRE 401, 403; ;Hearsay: FRE 801, 802
14			
15			
16			
17	1129	3/16/18 Email from Inbal Jacoby to multiple parties on PCJV USA – Chief Accounting Officer	II: Relevance FRE 401, 403; ;Hearsay: FRE 801, 802
18			
19			
20			
21	1130	3/20/18 Email from Dom Hernandez to multiple parties on PCJV Letter of Intent	II: Relevance FRE 401, 403; ;Hearsay: FRE 801, 802
22			
23			
24			
25	1131	4/3/18 Letter to Jo Mag regarding PCJV & PCIT Transfer of Bank Accounts	II: Relevance FRE 401, 403; ;Hearsay: FRE 801, 802
26			
27			
28			

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

1135	6/19/18 Order Denying Cinco's Request for Injunctive Relief and Granting Koren's Request for Injunctive Relief	II: Relevance FRE 401, 403; ;Hearsay: FRE 801, 802
1136	6/4/19 Order Granting Motion to Quash	II: Relevance FRE 401, 403; ;Hearsay: FRE 801, 802
1137	8/30/19 Order Denying Potato Corner International's Motion for Preliminary Injunction	II: Relevance FRE 401, 403; ;Hearsay: FRE 801, 802
1138	5/28/24 Minutes Regarding Trial Readiness Conference	II: Relevance FRE 401, 403; ;Hearsay: FRE 801, 802
1139	5/14/18 Order Granting Ex Parte Application for Temporary Restraining Order in Case No. BC701075	II: Relevance FRE 401, 403; ;Hearsay: FRE 801, 802
1146	PCJV's Growth Chart	II: Hearsay: FRE 801, 802; Failure to authenticate , FRE 901

1147	PCJV's Spreadsheet RE SPAVI Royalty	II: Hearsay: FRE 801, 802; Failure to authenticate , FRE 901
------	--	---

(b) PCJV USA Parties object to the following Exhibit on the following grounds:

<u>Ex. No.</u>	<u>Description</u>	<u>Objections</u>
4	U.S. Patent and Trademark Office Trademark Assignment Cover Sheet (Potato Corner Logo Mark and Characters Mark) Dkt. 44-13	Δ: Admissibility of exhibits presented at the preliminary injunction stage must be independently assessed for admissibility at trial (FRCP 65(a)(2); <i>Burlington Northern R. Co. v. Dept. of Revenue of State of Wash.</i> , 783 F.Supp. 1274, 1281 (W.D. Wash. 1991)); secondary evidence (FRE 1004).
6	U.S. Patent and Trademark Office Trademark Assignment Cover Sheet (World's Best Characters Mark) Dkt. 44-15	Δ: Admissibility of exhibits presented at the preliminary injunction stage must be independently assessed for admissibility at trial (FRCP 65(a)(2); <i>Burlington Northern R. Co. v. Dept. of Revenue of State of Wash.</i> , 783 F.Supp. 1274, 1281 (W.D. Wash. 1991)); secondary evidence (FRE 1004).
9	2012 PCJV USA LLC Amended Joint Venture Agreement Dkt. 44-18	Δ: Objection only to the extent that the exhibit description is incorrect (it should be "First Amendment to the Joint Venture Agreement").
20	May 29, 2023 Email from Y. Tan	Δ: Admissibility of exhibits presented at the preliminary injunction stage must be independently assessed for admissibility at trial (FRCP 65(a)(2); <i>Burlington Northern R. Co. v. Dept. of Revenue of State of Wash.</i> , 783 F.Supp. 1274, 1281 (W.D. Wash. 1991)); unfair prejudice outweighs probative value (FRE 403); secondary evidence (FRE 1004); inadmissible hearsay (FRE 802); confidential settlement

		and mediation communications (Cal. Evid. Code 1115, <i>et seq.</i> , 1152, 1154).
21	June 28, 2023 Email from G. Koren Dkt. 44-30	Δ: Admissibility of exhibits presented at the preliminary injunction stage must be independently assessed for admissibility at trial (FRCP 65(a)(2); <i>Burlington Northern R. Co. v. Dept. of Revenue of State of Wash.</i> , 783 F.Supp. 1274, 1281 (W.D. Wash. 1991)); unfair prejudice, juror confusion, and waste of time outweighs probative value (FRE 403); secondary evidence (FRE 1004); inadmissible hearsay (FRE 802); confidential settlement and mediation communications (Cal. Evid. Code 1115, <i>et seq.</i> , 1152, 1154).
22	July 3, 2023 Email from Y. Tan Dkt. 44-31	Δ: Admissibility of exhibits presented at the preliminary injunction stage must be independently assessed for admissibility at trial (FRCP 65(a)(2); <i>Burlington Northern R. Co. v. Dept. of Revenue of State of Wash.</i> , 783 F.Supp. 1274, 1281 (W.D. Wash. 1991)); unfair prejudice, juror confusion, and waste of time outweighs probative value (FRE 403); secondary evidence (FRE 1004); inadmissible hearsay (FRE 802); confidential settlement and mediation communications (Cal. Evid. Code 1115, <i>et seq.</i> , 1152, 1154).
23	July 12, 2023 Email from Y. Tan Dkt. 44-32	Δ: Admissibility of exhibits presented at the preliminary injunction stage must be independently assessed for admissibility at trial (FRCP 65(a)(2); <i>Burlington Northern R. Co. v. Dept. of Revenue of State of Wash.</i> , 783 F.Supp. 1274, 1281 (W.D. Wash. 1991)); unfair prejudice, juror confusion, and waste of time outweighs probative value (FRE 403); secondary evidence (FRE 1004); inadmissible hearsay (FRE 802); confidential settlement and mediation communications (Cal. Evid. Code 1115, <i>et seq.</i> , 1152, 1154).
24	January 23, 2024 Email from V. Gregorio Dkt. 44- 33	Δ: Admissibility of exhibits presented at the preliminary injunction stage must be independently assessed for admissibility at trial (FRCP 65(a)(2); <i>Burlington Northern R. Co. v. Dept. of Revenue of State of Wash.</i> , 783 F.Supp. 1274, 1281 (W.D. Wash. 1991)); unfair prejudice, juror confusion, and waste of time outweighs probative value (FRE 403); secondary evidence (FRE 1004); inadmissible



		hearsay (FRE 802); confidential settlement and mediation communications (Cal. Evid. Code 1115, <i>et seq.</i> , 1152, 1154).
25	Y. Tan Text Messages with G. Koren Dkt. 44-34	Δ: Admissibility of exhibits presented at the preliminary injunction stage must be independently assessed for admissibility at trial (FRCP 65(a)(2); <i>Burlington Northern R. Co. v. Dept. of Revenue of State of Wash.</i> , 783 F.Supp. 1274, 1281 (W.D. Wash. 1991)); unfair prejudice, juror confusion, and waste of time outweighs probative value (FRE 403); secondary evidence (FRE 1004); inadmissible hearsay (FRE 802); confidential settlement and mediation communications (Cal. Evid. Code 1115, <i>et seq.</i> , 1152, 1154).
26	February 16, 2024 Email from G. Koren Dkt. 44-35	Δ: Admissibility of exhibits presented at the preliminary injunction stage must be independently assessed for admissibility at trial (FRCP 65(a)(2); <i>Burlington Northern R. Co. v. Dept. of Revenue of State of Wash.</i> , 783 F.Supp. 1274, 1281 (W.D. Wash. 1991)); unfair prejudice, juror confusion, and waste of time outweighs probative value (FRE 403); secondary evidence (FRE 1004); inadmissible hearsay (FRE 802); confidential settlement and mediation communications (Cal. Evid. Code 1115, <i>et seq.</i> , 1152, 1154).
27	February 27, 2024 Email from V. Gregorio Dkt. 44-36	Δ: Admissibility of exhibits presented at the preliminary injunction stage must be independently assessed for admissibility at trial (FRCP 65(a)(2); <i>Burlington Northern R. Co. v. Dept. of Revenue of State of Wash.</i> , 783 F.Supp. 1274, 1281 (W.D. Wash. 1991)); unfair prejudice, juror confusion, and waste of time outweighs probative value (FRE 403); secondary evidence (FRE 1004); inadmissible hearsay (FRE 802); confidential settlement and mediation communications (Cal. Evid. Code 1115, <i>et seq.</i> , 1152, 1154).
28	March 5, 2024 Email from Y. Tan Dkt. 44-37	Δ: Admissibility of exhibits presented at the preliminary injunction stage must be independently assessed for admissibility at trial (FRCP 65(a)(2); <i>Burlington Northern R. Co. v. Dept. of Revenue of State of Wash.</i> , 783 F.Supp. 1274, 1281 (W.D. Wash. 1991)); unfair prejudice, juror confusion, and waste of time outweighs probative value (FRE 403); secondary

		evidence (FRE 1004); inadmissible hearsay (FRE 802); confidential settlement and mediation communications (Cal. Evid. Code 1115, <i>et seq.</i> , 1152, 1154).
29	May 31, 2024 Letter from Y. Tan Dkt. 44-38	Δ: Admissibility of exhibits presented at the preliminary injunction stage must be independently assessed for admissibility at trial (FRCP 65(a)(2); <i>Burlington Northern R. Co. v. Dept. of Revenue of State of Wash.</i> , 783 F.Supp. 1274, 1281 (W.D. Wash. 1991)); secondary evidence (FRE 1004); inadmissible hearsay (FRE 802); objection to the extent that the exhibit description is incorrect (it is from Vic Gregorio, not Y. Tan).
31	June 13, 2024 Letter from Y. Tan Dkt. 44-40	Δ: Admissibility of exhibits presented at the preliminary injunction stage must be independently assessed for admissibility at trial (FRCP 65(a)(2); <i>Burlington Northern R. Co. v. Dept. of Revenue of State of Wash.</i> , 783 F.Supp. 1274, 1281 (W.D. Wash. 1991)); secondary evidence (FRE 1004); inadmissible hearsay (FRE 802).
32	April 15, 2024 Statement of Managements Responsibility for Consolidated Financial Statements Dkt. 44-41	Δ: Admissibility of exhibits presented at the preliminary injunction stage must be independently assessed for admissibility at trial (FRCP 65(a)(2); <i>Burlington Northern R. Co. v. Dept. of Revenue of State of Wash.</i> , 783 F.Supp. 1274, 1281 (W.D. Wash. 1991)); incomplete document (FRE 106); irrelevant (FRE 402); unfair prejudice, juror confusion, and waste of time outweighs probative value (FRE 403); secondary evidence (FRE 1004); inadmissible hearsay (FRE 802).
36	July 31, 2024 Email from K. Hsu Re: RE: SPAVI Dkt. 44-45	Δ: Irrelevant (FRE 402); inadmissible hearsay (FRE 802); unfair prejudice outweighs probative value (FRE 403).
37	July 12, 2023 Email from Y. Tan Dkt. 44-46	Δ: Objection to the extent that the exhibit description is incorrect (it is Guy Koren's Verified Third Amended Cross-Complaint).
40	SPAVIs Sample Franchise Agreement for Potato Corner Dkt. 44-48	Δ: Admissibility of exhibits presented at the preliminary injunction stage must be independently assessed for admissibility at trial (FRCP 65(a)(2); <i>Burlington Northern R. Co. v. Dept. of Revenue of State of</i>

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

		<i>Wash.</i> , 783 F.Supp. 1274, 1281 (W.D. Wash. 1991)); irrelevant (FRE 402).
41	Photos Re: Potato Bro (Glendale, California) Dkt. 44-49	Δ: Admissibility of exhibits presented at the preliminary injunction stage must be independently assessed for admissibility at trial (FRCP 65(a)(2); <i>Burlington Northern R. Co. v. Dept. of Revenue of State of Wash.</i> , 783 F.Supp. 1274, 1281 (W.D. Wash. 1991)); irrelevant (FRE 402).
44	September 22, 2024 Email Re: RE: SPAVI/PCJV L.R. 7-3 Conference of Counsel Dkt. 44-52	Δ: Irrelevant (FRE 402); inadmissible hearsay (FRE 802); unfair prejudice outweighs probative value (FRE 403).
45	Declaration of Maria Rosario L. Ybanez (October 10, 2024) Dkt. 44-2	Δ: Inadmissible hearsay (FRE 802); unfair prejudice outweighs probative value (FRE 403); secondary evidence (FRE 1004).
46	Declaration of Jose P. Magsaysay (October 10, 2024) Dkt. 44-3	Δ: Inadmissible hearsay (FRE 802); unfair prejudice outweighs probative value (FRE 403); secondary evidence (FRE 1004).
47	Declaration of Vicente Gregorio (October 10, 2024) Dkt. 44-4	Δ: Inadmissible hearsay (FRE 802); unfair prejudice outweighs probative value (FRE 403); secondary evidence (FRE 1004).
48	Declaration of Yiow Leong Tan (October 10, 2024) Dkt. 44-5	Δ: Inadmissible hearsay (FRE 802); unfair prejudice outweighs probative value (FRE 403); secondary evidence (FRE 1004).
49	Declaration of Jose Arnold T. Alvero (October 10, 2024) Dkt. 44-6	Δ: Inadmissible hearsay (FRE 802); unfair prejudice outweighs probative value (FRE 403); secondary evidence (FRE 1004).
50	Declaration of Jorge Ma Q. Concepcion (October 10, 2024) Dkt. 44-7	Δ: Inadmissible hearsay (FRE 802); unfair prejudice outweighs probative value (FRE 403); secondary evidence (FRE 1004).
51	Declaration of Zachary Lake (October 10, 2024) Dkt. 44-8	Δ: Inadmissible hearsay (FRE 802); unfair prejudice outweighs probative value (FRE 403); secondary evidence (FRE 1004).

72	Declaration of Guy Koren from State Court Case in Support of Motion for Summary Adjudication	Δ: Objection to the extent that the exhibit description is incorrect (it a letter from Yiow-Leong Tan, not a declaration from Guy Koren).
79	PCJV LA Group Partnership Agreement dated March 1, 2013	Δ: Objection to the extent that the exhibit description is incorrect (it is the Group Master Services Agreement, not the Group Partnership Agreement).
104	June 10, 2019 email re answers to questions	Δ: Irrelevant (FRE 402); privileged, work product.

11. Witness lists of the parties have been filed with the Court.

Only the witnesses identified in the lists will be permitted to testify (other than solely for impeachment). Each party intending to present evidence by way of deposition testimony has marked such depositions in accordance with L.R. 16-2.7. For this purpose, Plaintiff intends to lodged with the Clerk the following deposition transcript, to which Defendants object: Engel.

12. The following law and motion matters and motions *in limine*, and no others, are pending or contemplated: Plaintiff is considering a new Motion for Contempt as well as commencing proceedings under FRCP 11. Defendants may make appropriate motions at trial.

13. Bifurcation of the following issues for trial is ordered: None.

14. The foregoing admissions having been made by the parties, and the parties having specified the foregoing issues remaining to be litigated, this Final Pretrial Conference Order shall supersede the pleadings and govern the course of the trial of this cause, unless modified to prevent manifest injustice.

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

DATED: \_\_\_\_\_

\_\_\_\_\_  
Stanley Blumenfeld, Jr.  
United States District Judge

1 Approved as to form and content.

2  
3 Dated: August 5, 2025

/s/ Michael D. Murphy  
Michael D. Murphy  
Matthew Follett  
Jessica Nwasike  
Fox Rothschild LLP  
*Attorneys for Plaintiff and  
Counterclaim Defendant, and Third  
Party Defendants*

4  
5  
6  
7  
8  
9 Dated: August 5, 2025

/s/ Todd M. Malynn  
Arash Beral  
Todd M. Malynn  
Blank Rome LLP  
*Attorneys for Defendants,  
Counterclaimants, and Third Party  
Plaintiffs*

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

**CERTIFICATE OF SERVICE**

The undersigned certifies that, on August 5, 2025, the foregoing document was electronically filed with the Clerk of the Court for the United States District Court, Central District of California, using the Court’s ECF filing system. I further certify that all counsel for all parties to this action are registered CM/ECF users and that service will be accomplished by the CM/ECF system.

I certify under penalty of perjury that the foregoing is true and correct.

Dated: August 5, 2025

**FOX ROTHSCHILD LLP**

/s/ Michael D. Murphy  
Michael D. Murphy  
Attorneys for Plaintiff and Counterclaim  
Defendant SHAKEY’S PIZZA ASIA  
VENTURES, INC. and Third Party  
Defendants CINCO CORPORATION,  
PC INTERNATIONAL PTE LTD., and  
SPAVI INTERNATIONAL USA, INC.